

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 22-61628-CIV-SINGHAL/VALLE

TORI VAN LEHN, on behalf of herself and all  
others similarly situated,

Plaintiffs,

v.

UNCLE AL'S SPORTS CAFÉ SUNRISE, INC.  
d/b/a LUV'N OVEN ALE HOUSE,

Defendant.

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**ORDER APPROVING FLSA SETTLEMENT AND DISMISSING CASE**

**THIS CAUSE** is before the Court upon the parties' Joint Motion for Court Approval of Collective Settlement Agreement and Request for Order of Dismissal with Prejudice (the "Motion") (DE [55]). The Court has carefully reviewed the Motion, the Settlement Agreement, and the record in this action. The Court finds that the terms of the settlement reflect a reasonable compromise of disputed issues, are fair and reasonable, and meet the standard set forth in *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350 (11th Cir. 1982).

Plaintiff, on behalf of herself and all others similarly situated, brings the instant action for unpaid federal overtime wages under 29 U.S.C. § 216(b) of the Fair Labor Standards Act ("FLSA"). See (DE [1]). Plaintiff alleges, *inter alia*, that Defendant violated the FLSA (i) by failing to compensate Servers and Bartenders for overtime and training period wages; and (ii) where Servers and Bartenders spent more than twenty (20) percent and/or thirty (30) continuous minutes of their shift on non-tipped work. On November 15,


2022, this Court conditionally certified a collective of All restaurant Servers and Bartenders who worked for Defendants in Sunrise, Florida during the three (3) years preceding suit. Ultimately, seven (7) individuals filed consents to sue under the FLSA and joined the pending action.

Based on the foregoing, there remains bona fide legal and factual disputes as to whether any liability exists. If Plaintiffs had proceeded to trial, a jury could have determined that Plaintiffs were not entitled to any wages or liquidated damages or that Defendant violated provisions of the FLSA. To avoid the uncertainties inherent in litigation, the Parties negotiated a settlement through counsel that is satisfactory to all Parties. Accordingly, it is hereby

**ORDERED AND ADJUDGED** as follows:

1. The Motion (DE [55]) is **GRANTED**;
2. The Parties' Settlement Agreement is hereby **APPROVED**;
3. The Case is **DISMISSED WITH PREJUDICE**, and the Court will retain jurisdiction to enforce the terms of the Settlement Agreement for forty-five (45) days;
4. The Clerk of Court is directed to **CLOSE** the case and **DENY** any pending motions as moot.

**DONE AND ORDERED** in Chambers, Fort Lauderdale, Florida, this 15th day of June 2023.

  
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RAAG SINGHAL  
UNITED STATES DISTRICT JUDGE

Copies furnished counsel via CM/ECF